

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JOSE MANUEL HENRIQUEZ AND JOSE
HECTOR FUENTES, Individually, and on
behalf of all others similarly situated,

Plaintiffs,

-against-

KELCO LANDSCAPING INC, et al

Defendants.

Case No. CV 12-6233

(Spatt, J.)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by and between Defendants KELCO LANDSCAPING INC. ("Kelco"), KELCO LANDSCAPING CORP., ELM GENERAL CONSTRUCTION CORP. ("Elm"), KELLY'S CREW, KELCO CONSTRUCTION INC. d/b/a/ KELCO LANDSCAPING AND CONSTRUCTION, JOHN KELLY AND JOSEPH PROVENZANO (collectively "Defendants") and JOSE MANUEL HENRIQUEZ and JOSE HECTOR FUENTES (the "Named Plaintiffs"), individually and on behalf of a class they represent ("Class") in the matter *Henriquez, et al. v. Kelco Landscaping Inc., et al* (collectively "Parties").

1. RECITALS AND BACKGROUND

WHEREAS, Named Plaintiffs have filed a Class and Collective Action Complaint against Defendants under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("*FLSA*") and New York state wage and hour law ("NYLL") for the alleged failure to pay certain wage, prevailing wage, and overtime amounts to Named Plaintiffs and the Class (the "Litigation");

WHEREAS a motion for Collective Action Certification was pending on the date the Litigation was settled;

WHEREAS, the Parties participated in mediation on September 8, 2014, October 23, 2014 and December 2, 2014 conducted by Martin Scheinman, Esq.;

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims and Released Rule 23 Class Claims, between Named Plaintiffs, the Class and Defendants, including all claims asserted in the Litigation;

WE AGREE TO THESE TERMS.

I AFFIRM THAT THE MEANING, EFFECT AND TERMS OF THIS SETTLEMENT HAVE BEEN FULLY EXPLAINED TO ME.

JOSE MANUEL HENRIQUEZ

03-17-15
Date

By: 
~~Jose Manuel Henriquez~~

JOSE HECTOR FUENTES

03-17-15
Date

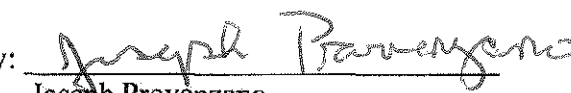
By: J H
Jose Hector Fuentes

ON BEHALF OF ALL DEFENDANTS

3/17/15
Date

By: 
John Kelly

3/17/15
Date

By: 
Joseph Provenzano